

THE URBAN LAW FIRM

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Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TRUSTEES OF THE BRICKLAYERS &
ALLIED CRAFTWORKERS LOCAL 13
DEFINED CONTRIBUTION PENSION
TRUST FOR SOUTHERN NEVADA;
TRUSTEES OF THE BRICKLAYERS &
ALLIED CRAFTWORKERS LOCAL 13
HEALTH BENEFITS FUND; TRUSTEES OF
THE BRICKLAYERS & ALLIED
CRAFTWORKERS LOCAL 13 VACATION
FUND; BRICKLAYERS & ALLIED
CRAFTWORKERS LOCAL 13 NEVADA;
TRUSTEES OF THE BRICKLAYERS &
TROWEL TRADES INTERNATIONAL
PENSION FUND; TRUSTEES OF THE
BRICKLAYERS & TROWEL TRADES
INTERNATIONAL HEALTH FUND; and
TRUSTEES OF THE INTERNATIONAL
MASONRY INSTITUTE,

Plaintiffs,

vs.

KIRKWOOD STONE TILE & CARPET, INC.,
a Nevada corporation; and ROBERT J.
KIRKWOOD, an individual,

Defendants.

CASE NO.: 2:13-cv-00661-APG-PAL

ORDER FOR DEFAULT JUDGMENT

Plaintiffs, the Trustees of the Bricklayers & Allied Craftworkers Local 13 Defined Contribution Pension Trust For Southern Nevada, Trustees of the Bricklayers & Allied Craftworkers Local 13 Health Benefits Fund, Trustees of the Bricklayers & Allied Craftworkers Local 13 Vacation Fund; Bricklayers & Allied Craftworkers Local 13 Nevada; Trustees of the Bricklayers & Trowel Trades International

1 Pension Fund; Trustees of the Bricklayers & Trowel Trades International Health Fund; and Trustees of
2 The International Masonry Institute, have moved the Court for Default Judgment against Defendants
3 Kirkwood Stone Tile & Carpet, Inc., a Nevada corporation, and Robert J. Kirkwood, an individual.

4 The Court having considered the pleadings and papers on file and otherwise being generally
5 advised, it is hereby

6 **ORDERED** that Plaintiffs be awarded a Default Judgment against Kirkwood Stone Tile &
7 Carpet, Inc., and Robert J. Kirkwood, jointly and severally, as follows:

- 8 (1) for breach of the Settlement Agreement, in the amount of \$13,664.32, which represents
9 all contributions, liquidated damages, interest, and audit fees owed to the Plaintiffs for the
10 period April 1, 2008 to June 30, 2010;
11 (2) for accrued interest under the Settlement Agreement in the amount of \$452.54 (calculated
12 through July 31, 2013);
13 (3) for Plaintiffs' attorney's fees in the amount of \$5,115.00;
14 (4) for Plaintiffs' costs of suit in the amount of \$523.65; and
15 (5) for post-judgment interest on the remaining judgment amounts at the legal rate under 28
16 U.S.C. § 1961,
17 for a total judgment amount of \$19,755.51.

18 **IT IS FURTHER ORDERED** that such Default Judgment is deemed a final judgment pursuant
19 to Fed. R. Civ. P. 54(c) and there is no just reason for delay in entry of such judgment on Plaintiffs'
20 claims herein.

21 **IT IS FURTHER ORDERED** that the Clerk of the Court is directed to enter judgment
22 consistent with this Order.

23 Dated this 17th day of October, 2013.

24 

25 _____
26 UNITED STATES DISTRICT JUDGE

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Submitted by:

THE URBAN LAW FIRM

By: /s/ Sean W. McDonald

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